

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

HERNAN PICALOMINO

Plaintiff,

v.

PREMIUM BROKERAGE SERVICES, INC.,
MICHAEL SALAZAR, AND THE UNITED
STATES SMALL BUSINESS
ADMINISTRATION,

Defendants.

Civil Action No.
CV-23-4826

(Morrison, J.)
(Locke, M.J.)

**PARTIAL SETTLEMENT AND
CONSENT JUDGMENT**

Plaintiff Hernan Picalomino, through undersigned counsel David Antwork, Defendants Premium Brokerage Services, Inc. and Michael Salazar appearing through undersigned counsel Alex Kadochnikov, and Defendant the United States Small Business Administration (“United States”), through Breon Peace, United States Attorney for the Eastern District of New York, Edward K. Newman, Assistant United States Attorney, of counsel, comprising all parties herein, respectfully submit the following settlement and consent judgment in the above-captioned matter.

WHEREAS the United States as a defendant removed this matter from Supreme Court of the State of New York, County of Nassau as a matter of right on June 28, 2023; and

WHEREAS all parties desire to resolve all claims as to the United States in this matter;

It is hereby agreed by all parties as follows:

1. Defendants Premium Brokerage Services, Inc., and Michael Salazar agree that they solely are jointly and severally liable for United States Small Business Administration Loan No. **REDACTED**7403, and not Plaintiff Hernan Picalomino, and assume all liability for the loan’s payment through to its extinction through final payment, and will continue to make all payments

due and owing on the loan in a timely fashion and as otherwise required by the terms of the loan;

2. Plaintiff and Defendants Michael Salazar and Premium Brokerage Services, Inc. agree to complete and submit all paperwork required by the United States for the formal transfer to and assumption of the loan by Michael Salazar and Premium Brokerage Services, Inc., within thirty days of the settlement and consent judgment being “so ordered” by the United States District Judge or Magistrate Judge. The United States will provide copies of all requisite documents for the transfer and assumption of the loan no later than the time this settlement is filed. Upon this settlement and consent judgment being “so ordered” and the United States’ receipt of the completed paperwork for formal transfer to and assumption of the loan by Michael Salazar and Premium Brokerage Services, Inc., the United States acknowledges and agrees that Hernan Picalomino is no longer responsible or liable for payment of United States Small Business Administration Loan No. **REDACTED**7403;

3. All parties consent to the dismissal with prejudice of the United States as a party to this matter.

4. The Court will retain jurisdiction of this matter until all paperwork necessary for the transfer of the loan has been filed with the United States and the United States has been dismissed from this matter.

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Dated: Brooklyn, New York
October 30, 2023

Respectfully Submitted,

BREON PEACE
United States Attorney
Eastern District of New York
*Attorney for Defendant the United States Small
Business Administration*
271 Cadman Plaza East
Brooklyn, New York 11201

By: /s/ Edward K. Newman
Edward K. Newman
Assistant United States Attorney
(718) 254-6069
edward.newman@usdoj.gov

By: /s/ David Antwork
DAVID ANTWORK
Counsel for Plaintiff Hernan Picalomino
1757 Merrick Avenue, Suite 207
Merrick, New York, 11566
(516) 757-5634

By: /s/ Alexander Kadochnikov
Alexander Kadochnikov
Shiryak, Bowman, Anderson
Gill & Kadochnikov, LLC
80-02 Kew Gardens Road, Suite 600
Kew Gardens, NY 11415
Counsel for Miguel Salazar and Premium
Mortgage Services, Inc

SO ORDERED.

Central Islip, New York, the ____ day of _____. 2023.

United States District Judge.